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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

12 | In re Case No. 2:17-bk-13256-ER

13 FELICIDAD FERRER and RENATO FERRER Chapter 7

14 Debtors.

15 PREMA THEKKEK and ANTONY THEKKEK,

Plaintiffs,

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19 FELICIDAD FERRER and RENATO FERRER.

Defendants

Case No. 2:17-bk-13256-ER

Chapter 7

Adv. Case No. 2:17-ap-01334-ER

**STIPULATION FOR ENTRY OF
JUDGMENT**

[No Hearing Required]

1 Prema Thekkek and Antony Thekkek (collectively, the “Plaintiffs” and/or the
2 “Thekkeks”) and Felicidad Ferrer and Renato Ferrer (collectively, the “Debtors”, the “Ferrers”
3 and/or the “Defendants”) having agreed to completely and finally resolve this Adversary
4 Proceeding by establishing the amount of the Debtors’ debt to the Plaintiffs and resolving any
5 dispute as to the dischargeability of such debt, hereby consent to the following Stipulation and
6 order from the Court as set forth below.

7 **RECITALS**

8 **A. The Procedural Background**

9 1. On March 17, 2017, the Debtors filed a voluntary petition under chapter 7 of the
10 Bankruptcy Code bearing Case No. 2:17-bk-13256-ER (this “Bankruptcy Case”).

11 2. On June 23, 2017, Plaintiffs filed a *Complaint (I) For an Accounting; (II) To*
12 *Determine Non-Dischargeability of Indebtedness [11 U.S.C. § 523(a)(2), (a)(4), and (a)(6)]; And*
13 *(III) For Denial of Discharge [11 U.S.C. § 727(a)(4)(A), and (a)(7)],* bearing Adversary Case No.
14 2:17-ap-01334-ER (the “Adversary Complaint”), based on the following:

15 **B. The Corona Transaction**

16 3. The Thekkeks own and operate several skilled nursing facilities (“SNF”) in
17 California. Trilochan “Bobby” Singh (“Mr. Singh”) was employed as Vice President of
18 Operations at several of the Thekkeks’ SNFs. In this capacity, Mr. Singh evaluated opportunities
19 to purchase or lease new SNFs. The Thekkeks did not authorize Mr. Singh to make final
20 purchasing decisions; however, Mr. Singh was authorized to negotiate with potential sellers and
21 retain attorneys and brokers in connection with SNF acquisition transactions.

22 4. At all relevant times, Mr. Singh engaged A.J. Rana (“Mr. Rana”), a real estate and
23 business broker. Mr. Rana, through his brokerage company, Metro Funding Pros, Inc. (“Metro”)
24 assisted Mr. Singh in his efforts to identify potential SNF acquisitions on behalf of the Thekkeks.

25 5. In or around September 2012, Mr. Singh, with the assistance of Mr. Rana and
26 Metro, identified Corona Care Convalescent Corporation and Corona Care Retirement, Inc.
27 (collectively “Corona”) as a potential SNF investment target. Corona operated a SNF in San
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1 Bernardino County, California.

2 6. Mr. Singh, Mr. Rana, and Metro negotiated an investment in Corona with the
3 Ferrers on behalf of the Thekkeks (the “Corona Transaction”). At the time of the negotiation, the
4 Ferrers were the sole equity holders of Corona. Under the terms of the contemplated Corona
5 Transaction, the Thekkeks would purchase 49% of the equity interests in Corona from the Ferrers
6 for \$3,013,500 in cash. The Thekkeks would also loan \$3,136,500 to the Ferrers pursuant to a
7 written promissory note (the “Note”) secured by a pledge of the Ferrers’ remaining 51% equity
8 interests in Corona (the “Loan”).

9 7. Prior to the consummation of the Corona Transaction, Corona was subject to a third
10 party lawsuit, claims by governmental entities for taxes and related fees, and owed millions of
11 dollars to creditors.

12 8. On or about September 27, 2012, the Thekkeks and Ferrers consummated the
13 Corona Transaction. The Thekkeks paid a total of \$6,625,000 into escrow pursuant to instructions
14 submitted by the Thekkeks’ broker, Mr. Rana acting through Metro, including \$85,000 in escrow
15 closing costs. Likewise, on or about September 27, 2012, the Ferrers executed the Note and related
16 pledge agreement (the “Pledge Agreement”) and provided the Thekkeks with a buyers’ statement,
17 stock certificates, and corporate documents confirming the consummation of the Corona
18 Transaction.

19 9. Following consummation of the Corona Transaction, Mr. Thekke became
20 President and Chief Executive Officer of Corona and Mrs. Thekek became Treasurer and Chief
21 Financial Officer of Corona. Mrs. Ferrer acted as Vice President of Corona and Mr. Ferrer acted as
22 Secretary. The Ferrers continued to manage Corona following the consummation of the Corona
23 Transaction. Mr. Singh was also appointed to manage and operate Corona on behalf of the
24 Thekkeks. The Ferrers, by virtue of acting as the majority controlling shareholders and the officers
25 and directors of Corona, owed fiduciary duties to the Thekkeks, as minority shareholders of
26 Corona.

27 10. As of the date of this Stipulation, Plaintiffs alleged in the Complaint that the Ferrers
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1 have not made any payments on the Loan. Plaintiffs alleged in the Complaint that Ferrers are
2 thereby in breach of, among other things, their contractual obligations under the Note. Plaintiff's
3 allege that the Ferrers' conduct after the consummation of the Corona Transaction also caused
4 harm to the Thekkeks in the Corona Transaction because, among other things, it deprived the
5 Thekkeks of their funds advanced to pay for the 49% equity interest in Corona, the equity interests
6 purchased in connection with the Corona Transaction, and the collateral securing the Note. These
7 actions caused substantial harm to the Thekkeks.

8 11. Plaintiffs allege that following the closing of the Corona Transaction, the Ferrers
9 repeatedly represented themselves as, and acted as, the sole shareholders of Corona.

10 C. The Corona Cases

11 12. On July 22, 2013, the Ferrers caused Corona to file petitions under chapter 11 of
12 the Bankruptcy Code in the bankruptcy court. The bankruptcy petitions initiated three bankruptcy
13 cases (collectively, the "Corona Cases"), that are substantively consolidated under the caption *In*
14 *re Corona Care Convalescent Corporation*, Case No. 2:13-bk-28497-RK.

15 13. The Ferrers, together with Mr. Singh, and Mr. Rana, knew about and orchestrated
16 the Corona Cases. Plaintiffs allege that the Ferrers breached their fiduciary duties in that they did
17 not obtain the Thekkeks' authority prior to filing the Corona Cases. The filings immediately
18 affected the value of the collateral securing the Loan. Additionally, Plaintiffs allege that the
19 Ferrers acted deliberately, negligently and fraudulently because they did not hold any corporate
20 meetings to inform the Thekkeks of the Corona Cases. Instead, Plaintiffs allege that the Ferrers
21 fraudulently held themselves out as the sole directors and shareholders of Corona. Plaintiffs allege
22 that Ferrers' failure to make payments on the Loan and subsequent filing of the Corona Cases
23 significantly diminished the collateral securing the Note and, thus, the Thekkeks' ability to recover
24 on the Loan. Plaintiffs allege that Ferrers' exercise of control over 100% of the equity interest in
25 Corona necessarily deprived the Thekkeks of their property rights with respect to the 49% share
26 they purchased for over \$3 million. The Thekkeks alleged that the Ferrers' conduct was also
27 malicious because it resulted in injury to the Thekkeks. The Ferrers disputed that allegation.

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1 14. The Thekkeks alleged that the Ferrers subsequently alleged that they sold 49% of
2 the equity interests in Corona to Mr. Singh and Mr. Rana in a September 2014 transaction. The
3 Ferrers' representations as to ownership of Corona has changed multiple times since 2013;
4 however, in all events, the Ferrers have represented that they owned at least 51% of the equity
5 interests in Corona.

6 15. On July 22, 2013, four related SNF entities owned by the Ferrers filed petitions
7 under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The bankruptcy petitions
8 initiated the following bankruptcy cases (collectively, the "Pasadena Cases"). The debtors in the
9 Pasadena Cases (the "Pasadena Debtors") leased real property owned by the Ferrers (the
10 "Pasadena Property").

11 16. On or about August 11, 2014, the Pasadena Debtors, through their insiders, the
12 Ferrers, filed a motion to dismiss the Pasadena Cases pursuant to a global settlement reached
13 between the Ferrers, the Pasadena Debtors, and the Official Committee of Unsecured Creditors of
14 the Corona Cases (the " (the "Committee"). Pursuant to the settlement, the Pasadena Cases would
15 be dismissed to allow the Pasadena Debtors to refinance the Pasadena Property. The Thekkeks
16 alleged that the Ferrers represented that the proceeds from the refinancing would fund a 50%
17 distribution to holders of unsecured claims in the Corona Cases. Additionally, the Ferrers
18 specifically represented that they had secured financing and personally guaranteed the distribution
19 obligations to the unsecured creditors of Corona. The Court approved the proposed refinancing
20 and dismissed the Pasadena Cases.

21 17. The Thekkeks allege that the refinancing never occurred and unsecured creditors of
22 Corona never received a distribution as required under the settlement. Instead, the Committee filed
23 a motion to enforce the settlement in the Corona Cases and the United States Trustee filed a
24 motion to convert the Corona Cases to chapter 7 and appoint a chapter 7 trustee.

25 18. The court appointed a chapter 11 trustee in the Corona Cases. The chapter 11
26 trustee sold substantially all of the assets of Corona to an unrelated third party, in breach of their
27 contractual obligations under the Note and Pledge Agreement. Subsequently, the Corona Cases
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1 were converted to chapter 7. The Pasadena Cases were eventually reopened and converted to
2 chapter 7 as well.

3 **D. The State Court Action**

4 19. On September 20, 2016, the Thekkeks filed a complaint in the Superior Court of
5 the State of California for the County of Contra Costa (the “State Court”) initiating *Thekkek v.*
6 *Singh, et al.*, Case No. C16-01822 (the “State Court Action”). The Thekkeks filed an amended
7 complaint in the State Court Action on November 8, 2016.

8 20. The State Court Action asserts causes of action for fraud, negligence, breach of
9 contract, rescission, and unjust enrichment against the Ferrers based on their conduct related to the
10 Corona Transaction. Mr. Singh, Mr. Rana and Metro, among others, are also defendants in the
11 State Court Action. Notably, the amended complaint in the State Court Action asserts that, in
12 2014, Mr. Singh, Mr. Rana, and Metro fraudulently transferred ownership of the Thekkeks 49%
13 equity interest in Corona to a company jointly owned by Mr. Singh and Mr. Rana. The Thekkeks
14 dispute that their equity interests in Corona were validly transferred.

15 21. The State Court Action is currently stayed before the State Court in light of this
16 Bankruptcy Case.

17 **E. Related Bankruptcy Filings**

18 22. In addition to the Corona and Pasadena Cases, the Ferrers have been involved in
19 multiple individual and related cases, as detailed in the Adversary Complaint, most of which have
20 been dismissed. In these filings, Thekkeks allege that the Ferrers have made various
21 misrepresentations and contradictory representations of fact under oath.

22 **F. The Bankruptcy Case**

23 23. On March 17, 2017, the Ferrers filed the instant Bankruptcy Case. The Ferrers
24 have alleged that they have just \$20.00 in cash a few years after receiving millions of dollars from
25 the Thekkeks.

26 24. Based on their representations as to financial condition, the Ferrers seek a chapter 7
27 discharge in the Bankruptcy Case.

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1 **G. The Adversary Proceeding and Settlement**

2 25. On June 23, 2017, the Thekkeks filed the Adversary Complaint wherein the
3 Thekkeks asserted the following causes of action: for an accounting of all transactions, profits,
4 losses, distributions, and other income or financial transactions relating to their 49% equity
5 interest in Corona, the Loan, or the Ferrers' 51% equity interest in Corona, and for an award of
6 their allocation of such moneys, profits, distributions; for a determination that the Ferrers'
7 indebtedness to the Thekkeks is not dischargeable pursuant to section 523 (a)(2), (a)(4), or (a)(6)
8 of the Bankruptcy Code; and, for a determination that the Ferrers are not entitled to a discharge
9 pursuant to section 727(a)(4), or (a)(7) of the Bankruptcy Code.

10 26. During the Course of the Adversary Proceeding, the Thekkeks served the following
11 discovery requests to the Ferrers: (1) Requests for the Production of Documents (served on
12 November 12, 2018); Requests for Admissions (served on November 19, 2018); and Special
13 Interrogatories (served December 13, 2018) (collectively, the "Thekkeks' Discovery").

14 27. The Ferrer's time to respond to the Thekek's Discovery has passed and the Ferrers
15 have failed to respond. As a result of the Ferrer's failure to respond to the Thekek's Discovery,
16 the Ferrers acknowledge that all of the Thekek's Requests for Admission are deemed admitted by
17 operation of the Federal Rules of Civil Procedure, Rule 36.

18 28. The Thekkeks and the Ferrers (collectively, hereinafter referred to as the "Parties")
19 have negotiated and agreed, subject to Court approval, to the amount of the judgment that will be
20 entered in favor of the Thekkeks, and against the Ferrers, in this Bankruptcy Case, and to the
21 nondischargeability of the judgment debt, pursuant to the terms set forth in this Stipulation.

22 29. The Parties acknowledge that the terms and conditions as set forth in this
23 Stipulation are fair and reasonable, were negotiated by the Parties in good faith at arm's-length,
24 and the Parties otherwise acted in good faith.

25 **STIPULATED COMPROMISE AND AGREEMENT**

26 The Parties stipulate and agree, that:

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1 1. The Parties agree that Defendants, and each of them, admit no allegations contained
2 herein and agree to this Stipulation only to avoid further litigation expense.

3 2. The Parties agree that the Thekkeks' motion to compel and for sanctions shall be
4 immediately withdrawn upon the filing of this Agreement. However, if for any reason this
5 Agreement is not accepted by the Court and/or Judgment is not entered, this Agreement shall not
6 constitute a waiver of any right or remedy presently available under the Federal Rules of Civil
7 Procedure, Rules, 26, 30, 33, 34 and 36 to the Thekkeks due to the Ferrer's failure to respond to
8 the Thekkek's Discovery.

9 3. The Parties consent to entry of a valid, enforceable and final judgment establishing
10 the amount of the debt owed by the Debtors to the Thekkeks, without the need for trial or
11 adjudication of any issue of fact or law in the State Court or in this Court.

12 4. The Parties shall each execute this Stipulation and the Final Stipulated Judgment
13 attached hereto as Exhibit "1" (the "Stipulated Judgment"), to be filed concurrently with the
14 Request for Entry of Judgment. The Stipulation and the Stipulated Judgment will govern the issues
15 between the Parties arising from and related to the Plaintiff's claims against Debtors.

16 5. The Debtors stipulate that the Stipulated Judgment will reflect that the Debtors owe
17 the Plaintiffs a debt in the amount of \$6,625,000.

18 6. The Debtors stipulate that their indebtedness to the Plaintiffs under the Stipulated
19 Judgment is not dischargeable pursuant to section 523 (a)(2), (a)(4) and (a)(6) of the Bankruptcy
20 Code and shall not be discharged in this Bankruptcy Case or in any future bankruptcy case that
21 may be filed by either, or both, of the Debtors.

22 7. Within thirty (30) days of entry of the Stipulated Judgment, the Plaintiffs shall
23 dismiss the Debtors from the State Court Action. The Plaintiffs expressly reserve their right to
24 continue to pursue the State Court Action against the other Defendants named in the State Court
25 Action.

26 8. The Parties respectively represent, warrant and agree that each has received
27 independent legal advice from attorneys of his, her or its choice, and/or was given sufficient
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1 opportunity and time to seek independent legal advice from attorneys of his, her or its choice, as to
2 the advisability of agreeing to the final resolution of the Adversary Proceeding provided for in this
3 Stipulation and the Stipulated Judgment, and as to the advisability of entering into and executing
4 this Stipulation and the Stipulated Judgment.

5 9. The Parties respectively represent, warrant and agree that each has carefully read,
6 and knows and understands the content and legal effect of this Stipulation and the Stipulated
7 Judgment, and has willingly consented to their respective terms.

8 10. The Parties each warrant and represent that he, she or it has the power and authority
9 to execute, deliver and perform its obligations under this Stipulation and the Stipulated Judgment,
10 and that no further authorization is required to be obtained from any other persons or entities.

11 11. The provisions of this Stipulation shall inure to the benefit of the Parties, as well as
12 to their respective successors and assigns.

13 12. The Parties agree to cooperate fully with each other to accomplish the terms of this
14 Stipulation, including, but not limited to, executing such documents and taking such actions as
15 may reasonably be necessary to implement the terms of this Stipulation. The Parties will use their
16 best efforts, including all efforts contemplated by this Stipulation and any other efforts that may
17 become necessary by order of this Court, or otherwise, to effectuate the terms of this Stipulation.

18 13. In the event that one of the Parties institutes any legal action, arbitration, or other
19 proceeding against the other Party to enforce the provisions of this Stipulation and/or Stipulated
20 Judgment, or to declare rights and/or obligations under this Stipulation and/or Stipulated
21 Judgment, the prevailing Part(ies) shall be entitled to recover from the other Part(ies) its/their
22 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
23 such enforcement actions.

24 14. This Stipulation may be executed in counterparts, and when each Party has signed
25 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,
26 when taken together with other signed counterparts, shall constitute one Stipulation, which shall

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1 be binding upon and effective as to all Parties. Facsimile or electronically transmitted signature
2 pages shall have the same force and effect as original signature pages.

3 15. The Parties agree, and hereby irrevocably waive, any and all of their respective
4 rights to in any way object to, seek reversal or reconsideration of, appeal, or otherwise challenge,
5 this Court's approval of this Stipulation as well as any of the legal or factual findings on which
6 this Stipulation is based. In addition, Defendants waive any rights, including without limitations
7 any rights under Section 502(j) of the Bankruptcy Code or Rule 3008 of the Federal Rules of
8 Bankruptcy Procedure, they may have for requesting or having a new trial; taxing costs or interest;
9 opposing entry of the judgment; and/or appealing from the judgment entered.

16. This Court shall retain jurisdiction to resolve any disputes or controversies arising
from, or related to, this Stipulation.

IT IS SO STIPULATED.

PLAINTIFFS

Dated: February 19, 2019

Prema Thekkek

Dated: February 19, 2019

Antony Thekkek

DEFENDANTS

Dated: February 12, 2019

Felicidad Ferrer

Dated: February 12, 2019

Renato Ferrer

1 APPROVED AS TO FORM AND CONTENT:

2 Dated February 19, 2019

RAINES FELDMAN LLP



3 By:

4
5 Hamid R. Rafatjoo
6 Attorneys for Prema Thekke and Antony
7 Thekke

8 Dated: February 11, 2019

9
10 LAW OFFICES OF JOSHUA R. ENGLE &
11 ASSOCIATES, INC.

12 By: 

13
14 Joshua R. Engle
15 Attorneys for Defendants Felicidad Ferrer and
16 Renato Ferrer

1 EXHIBIT 1

2 FINAL STIPULATED JUDGMENT

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11 Attorneys for Prema Thekkek and Antony Thekkek

12

13 **UNITED STATES BANKRUPTCY COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

15 In re Case No. 2:17-bk-13256-ER
16 FELICIDAD FERRER and RENATO FERRER Chapter 7
17 Debtors.

18 PREMA THEKKEK and ANTONY THEKKEK,

19 Plaintiffs,

20 v.

21 FELICIDAD FERRER and RENATO FERRER,

22 Defendants.

23 Adv. Case No. 2:17-ap-01334-ER

24 **FINAL STIPULATED JUDGMENT
ALLOWING CLAIM AND EXCEPTING
DEBT FROM DISCHARGE**

25 [No Hearing Required]

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1 The Court has read and considered the *Stipulation for Entry of Judgment* filed on February
2 19, 2019 [Adv. Docket No. __] (the “Stipulation”), entered into by and between Plaintiffs Prema
3 Thekkek and Antony Thekkek (collectively, the “Plaintiffs”), on the one hand, and Defendants
4 Felicidad Ferrer and Renato Ferrer (collectively, the “Debtors”), on the other hand, and has found
5 good cause to approve the Stipulation and enter this Final Stipulated Judgment.

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

7 1. Pursuant to the Stipulation, this Final Stipulated Judgment is entered on the
8 Second, Third and Fourth claims for relief alleged in the Adversary Complaint [Adv. Docket No.
9 1], under 11 U.S.C. § 523(a)(2), (a)(4), and (a)(6);

10 2. Plaintiffs are hereby awarded this valid, enforceable Final Stipulated Judgment
11 against the Debtors in the amount of \$6,625,000;

12 3. The \$6,625,000 debt owed by the Debtors under this Final Stipulated Judgment is
13 excepted from discharge pursuant to section 523 (a)(2), (a)(4), and (a)(6) of the Bankruptcy Code,
14 in this Bankruptcy Case and in any future bankruptcy case that may be filed by either, or both, of
15 the Debtors; and

16 4. The Court shall retain jurisdiction to enforce the Stipulation for Entry of Judgment
17 and this Final Stipulated Judgment.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 1800 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*):

STIPULATION FOR ENTRY OF JUDGMENT

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) February 20, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Joshua R Engle josh@engle-law.com
- Sam S Leslie (TR) sleslie@trusteeleslie.com, sleslie@ecf.epiqsystems.com;trustee@trusteeleslie.com
- Hamid R Rafatjoo hrafatjoo@raineslaw.com, bclark@raineslaw.com;cwilliams@raineslaw.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) February 20, 2019 I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Overnight Mail

The Honorable Ernest M. Robles
United States Bankruptcy Judge
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

Via Email – (Chapter 7 Trustee)

Varand Gourjian, counsel for Wesley H. Avery,
Chapter 7 Trustee
Email: varand@gourjianlaw.com

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

2/20/2019
Date

Bambi Clark
Printed Name

/s/ Bambi Clark
Signature